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1-4-1982

Retail food stores and Hospital and Service Employees Union, AFL-CIO, Local 399 (1982)

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Retail food stores and Hospital and Service Employees Union, AFL-CIO, Local 399 (1982)

Location

Southern CA

Effective Date

1-4-1982

Expiration Date

1-6-1985

Number of Workers

1500

Employer

No employer specified

Union

Hospital and Service Employees Union

Union Local

399

NAICS

44

Sector

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HOSPITAL AND SERVICE EMPLOYEES UNION LOCAL 399
RETAIL FOOD INDUSTRY AGREEMENT

January 4, 1982, to and including January 6, 1985

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HOSPITAL AND SERVICE EMPLOYEES UNION, LOCAL 399

RETAIL FOOD INDUSTRY AGREEMENT

January 4, 1982, to and including January 6, 1985

THIS AGREEMENT is made and entered into this ____ day of _____, 1981, by and between _____, for all stores located within the jurisdiction of the Union, First Party, hereinafter called the EMPLOYER, and HOSPITAL AND SERVICE EMPLOYEES UNION, LOCAL 399, affiliated with the American Federation of Labor - Congress of Industrial Organization, Second Party, hereinafter called the UNION.

W I T N E S S E T H

In mutual consideration, the parties hereby agree as follows, to wit:

ARTICLE I - RECOGNITION OF THE UNION

A. The Employer hereby recognizes the Union as the sole collective bargaining agent for all employees working for the Employer within the geographical jurisdiction of the Union, and within the classifications listed in Article IX, as long as said Union is affiliated with the AFL-CIO.

B. Under no circumstances shall there be any stoppage of work, refusal to perform work, or any other concerted action due to disagreement between the Union and any other union as to their respective jurisdictions. It is expressly understood that the jurisdiction of the Union is as set forth above and any work of a janitorial, custodial, or maintenance nature that is assigned by the Employer to employees under the jurisdiction of this Union shall be performed by such employees.

ARTICLE II - EMPLOYMENT OF UNION MEMBERS

A. In filling vacancies for new positions, consideration will be given to members of the Union in good standing, with the understanding that the determination of whether or not a particular applicant shall be hired shall be based on reasonable standards of selection established by the Employer, and shall not in any way be affected by race, color, creed, national origin or age. All employees hired, whether sent from the Union or not, will be informed of, and bound by the provisions of Sections B and C, and said Section C shall apply in similar fashion to employees already in the employ of the Employer who become delinquent in the payment of their Union dues.

B. The employee shall file an application to become a member of the Union within thirty (30) days from the date of his employment. The Union shall not initiate said employee within thirty (30) days from the date of his employment.

C. The Employer shall, within seven (7) days after written notice from the Union, discontinue the employment of said person, if said person has not filed said application and has not become a member of said Union as set forth above.

D. The Employer shall pay said person so employed during the period said person is not a member of the Union at the regular Union wage provided for in this agreement for the class of work said person is doing

and shall in all other respects require said person to work under and live up to all Union rules and regulations covering the employment as set forth in this Agreement. The first thirty (30) calendar days of employment shall be considered a trial period, during which time an employee may be terminated for any reason and he shall have no recourse to the grievance procedure set forth in this Agreement concerning such termination; provided, however, that such thirty (30) day period may be extended for an additional fourteen (14) days at the option of the Employer so long as prior written notification is given to the Union of such extension.

Insofar as part-time employees are concerned, the probationary period shall be 174 hours of work, but in no event to exceed sixty (60) calendar days.

E. The Union shall accept as members all employees of the Employer within the jurisdiction of the Union as specified herein.

ARTICLE III - SUSPENDED OR EXPELLED MEMBERS OF THE UNION

When any member of the Union is suspended or expelled for failure to pay dues, the Employer shall, and hereby agrees to, discharge such member within seven (7) days after receiving written notice from the Union of such suspension.

ARTICLE IV - ENFORCEMENT OF UNION SECURITY CLAUSE

When termination of an employee is sought pursuant to Article II or Article III of this Agreement, the following steps shall be taken by Local 399:

The demand for such termination must be in writing from the Union, and must contain the following:

1. A written statement that the Union has complied with the National Labor Relations Board decisions in notifying the employee that he will be terminated, if he fails to pay his initiation fees or his union dues. The Union must specifically advise a member of the obligations under the Union security agreement before effectuating a discharge. The Union's duties include informing the member of the amount owed, the method used to compute that amount, when such payments are to be made, and that discharge will result from failure to pay.
2. A statement that the Union has strictly complied with the necessary procedural steps pursuant to the International Constitution and Local By-Laws in making its demand for termination of an employee for failure to pay initiation fees or Union dues.
3. A statement that demand for termination is made for no reason other than the employee's failure to pay initiation fees or Union dues, pursuant to the Union security clause.
4. A statement that the Union will indemnify the Employer for any back pay or other legal liability resulting from the Union's failure to comply with its legal obligations regarding Union security clauses pursuant to the National Labor Relations Act, including attorneys' fees.

If the Union does not include the above written statements in any demands for termination of an employee for failure to pay initiation fees or Union dues, the Employer is not obligated to comply with such demands.

ARTICLE V - DISCHARGE OF AND DISCRIMINATION AGAINST EMPLOYEES

A. The Employer shall have the right to discharge any employee for good cause, such as dishonesty, insubordination, incompetency, intoxication, unbecoming conduct or failure to perform work as required.

B. The Employer shall not discharge or discriminate against any employee for upholding Union principles. Upon the discharge of any employee, the Employer shall within forty-eight (48) hours thereafter notify the Union of such discharge; the Union to supply the Employer with forms for such notifications. Notice to the steward shall constitute proper notice under this Section.

C. In discharging an employee, other than for cause, the Employer agrees to abide by the seniority rule, which means the length of time of employment, and that the last employee hired by the Employer shall be discharged first in case of layoffs.

ARTICLE VI - WORKING HOURS AND OVERTIME

A. The workweek shall be Monday through Sunday. For full-time employees, eight (8) hours shall constitute a day's work and forty (40) hours, consisting of five (5) eight (8) hour days out of seven (7) shall constitute a regular week's work. All time worked in excess of eight (8) hours in any one single day or in excess of forty (40) hours in a week shall be paid for at time and one-half (1-1/2) the current regular straight-time hourly rate. In no event shall any employee work in excess of ten (10) hours in any one single day, unless by consent of the Union.

B. The regular day's work for employees shall be worked within nine (9) consecutive hours, and one (1) hour off for lunch shall be allowed at approximately the middle of the working day.

C. As used herein, the words "store or stores" shall include, but not be limited to, establishments selling food and food products to consumers for consumption off the premises, including grocery stores, delicatessens, fruit and produce stands, dairy stores, bakeries, liquor and cigar and candy stores within the jurisdiction of Local 399 as specified herein.

D. A work schedule for all employees shall be posted no later than the end of the first shift on Friday preceding the first day of the following workweek. In the event of an emergency, or other reasonable cause, such schedule may be altered by the Employer during the workweek.

E. Where a five (5) day, full-time employee is scheduled to work more than seven (7) consecutive days in any combination of workweeks, said employee shall receive time and one-half (1-1/2) (or such higher premium as may apply) for all time worked after the seventh (7th) consecutive day, until such time as his consecutive days of work have been interrupted by a prescheduled day off. The above shall not apply to employees scheduled for more than forty (40) hours per week, provided that overtime and/or premium rates are paid where applicable. For the purpose of this paragraph, a prescheduled day off, worked or not worked, shall interrupt the continuity of consecutive days worked.

F. All work performed on the seventh consecutive day of work in any workweek shall be paid for at the rate of double the straight-time hourly rate.

G. Any employee who is directed and required by his Employer to remain on the premises of the market in which he is employed shall be paid for all such time that he spends on such premises. Any hours in excess of eight hours daily shall be compensated at the rate of the regular straight-time hourly rate unless such employee is required to perform work in excess of eight (8) hours daily, and in that event such employee shall be paid time and one-half (1-1/2) for all hours worked over eight (8). Any such employee directed to remain on the premises of the market shall be paid regular straight-time pay plus Sunday or night premium applicable subject to Article X, Section L, below.

H. In the event operations cannot commence or continue when so recommended by civil authorities; or public utilities fail to supply electricity, water or gas; or the interruption of work is caused by an Act of God, the foregoing guarantees shall not be applicable.

ARTICLE VII - VACATIONS

- A. When a regular employee has been in the employ of the Employer for twelve (12) consecutive months, such employee shall be entitled to receive on his anniversary date of employment one (1) week's vacation with pay.
- B. When a regular employee has been in the employ of the Employer for two (2) or more consecutive years, such employee shall be entitled to receive on his anniversary date of employment not less than two (2) weeks' vacation with pay each year.
- C. A regular employee who has been in the employ of the Employer for five (5) or more consecutive years shall be entitled to receive on his anniversary date of employment three (3) weeks' vacation with pay each year.
- D. A regular employee who has been in the employ of the Employer for fifteen (15) or more consecutive years shall be entitled to receive on his anniversary date of employment, four (4) weeks' vacation with pay each year.
- E. A regular employee who has been in the employ of the Employer for twenty (20) or more consecutive years shall be entitled to receive on his anniversary date of employment, five (5) weeks' vacation with pay each year.
- F. Vacation pay shall be based on a forty (40) hour week at the regular hourly rate of pay for the classification involved.

G. When a part-time or extra employee has been regularly employed and has accumulated the equivalent of twelve (12) consecutive months (2080 hours) and/or two (2) consecutive years' (4160 hours) and/or five (5) consecutive years (10,400 hours) with the Employer, said employee shall be entitled to the vacation periods designated in Sections A, B and C above.

Part-time or extra employees who have been regularly employed and have accumulated the equivalent of fifteen (15) consecutive years (31,200 hours) with the Employer shall be entitled to the vacation period designated in Section D above.

Part-time or extra employees who have been regularly employed and have accumulated the equivalent of twenty (20) consecutive years (41,600 hours) with the Employer shall be entitled to the vacation period designated in Section E above.

Part-time or extra employees who have been regularly employed will be granted vacations on a pro rata basis in the same manner in which regular employees are to receive vacations, i.e., annually based on average hours worked during said anniversary year.

H. Should an employee be discharged or laid off, or quit after one (1) year's employment with the Employer, said employee shall be paid the proportion of one (1) week's vacation which has accumulated. Should an employee be discharged or laid off, or quit after two (2) year's employment with the Employer, said employee shall be paid the proportion of two (2) weeks' vacation which has accumulated. Should an employee be discharged or laid off, or quit after five (5) years' employment with the Employer, said employee shall be paid the proportion of three (3) weeks' vacation which has accumulated. Should an employee be discharged or laid off, or quit after fifteen (15) years' employment with the Employer, said employee shall be paid the proportion of the four (4) weeks' vacation which has accumulated. It is understood that in the event an employee is laid off after eighteen (18) months of employment, his prorated vacation shall be based on two (2) weeks' pay or eighty (80) hours. The same shall apply to layoff after fifty-four (54) months of employment; that is, proration shall be based on three (3) weeks' pay or 120 hours. The same shall apply to layoff after one hundred and seventy-four (174) months of employment; that is, proration shall be based on four (4) weeks' pay

or 160 hours. Should an employee be discharged, laid off or quit after twenty (20) years of employment with the Employer, said employee shall be paid the proportion of five (5) weeks' vacation pay which he has accumulated.

I. All time lost from employment because of reasonable absence from work through sickness or other emergency or temporary layoff, shall be considered as time worked for the purpose of determining the length of employment; provided, however, that any employee proven dishonest shall forfeit all rights to vacation with pay.

J. Forty-five (45) weeks during twelve (12) consecutive months shall constitute a year's employment and, likewise, forty-five (45) weeks during any twelve (12) consecutive months, the period of unemployment being due to temporary layoff, shall entitle an employee to vacation with pay as aforesaid.

K. Vacation periods shall be fixed by the Employer to suit the requirements of his business, but as far as possible and practicable, vacations will be given during the summer months.

L. In the event the Employer sells his business, such Employer shall pay his employees the pro rata of their earned vacation pay up to the period of time of transfer of ownership of the business.

M. When a holiday falls during the vacation period of an employee, said employee shall be granted an additional day's vacation with pay.

ARTICLE VIII - SICK LEAVE

A. Eligibility - All employees covered by this Agreement who have been continuously employed by their Employer for a period of at least one (1) year shall be entitled to six (6) days' sick leave with pay per year.

B. Accrual - Sick leave shall be cumulative and, beginning with the employee's first anniversary date of employment, unused sick leave from the previous year of employment shall accrue from year to year, not to exceed a maximum of thirty (30) full days or its equivalent.

C. Payment - A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave shall be paid as follows:

- (1) First (1st) and second (2nd) day, no pay.
- (2) Third (3rd) day through fifth (5th) working day, regular full day's pay at straight-time rate.
- (3) Sixth (6th) working day until accumulated sick leave benefit allowance is exhausted, half pay.

D. Half Pay Defined - For the purpose of this paragraph, half pay shall mean four (4) hours' pay at the employee's regular classification rate for those days which the employee would have worked had the disability not occurred, calculated at straight time.

E. The waiting period herein provided, before pay commences, shall apply for each illness, in case the sick benefit allowance has not been used up in previous illnesses.

F. Pro Rata - Sick leave shall be paid to part-time employees on the basis set forth above on a pro rata of total hours worked during the year preceding the anniversary date as a ratio to 2080 hours, but can accumulate only for a maximum of five (5) years.

G. Unused sick leave accumulated in excess of thirty (30) days shall be paid on the employee's anniversary date, up to a maximum of six (6) days based upon his straight-time hourly rate in effect on such anniversary date.

H. Sick leave pay shall be integrated with Unemployment Compensation Disability benefits and Worker's Compensation temporary disability benefits so that the sum of the daily sick leave allowance hereunder and the aforesaid State disability daily benefits, exclusive of the daily hospital benefits which may be payable to an employee, shall not exceed one hundred percent (100%) of the employee's regular daily wage at straight time. If the sick leave pay allowable to an employee hereunder when so combined with any such State disability daily benefits received by the employee, exceeds one hundred percent (100%) of his regular daily rate at straight time for any one day, then such sick leave pay for the day shall be reduced accordingly. Any portion of the sick leave pay allowance not received by the employee by reason of any such reduction shall be retained in the employee's sick leave pay account as a part of his accumulated sick leave pay credits.

In order to effectuate the integration with the U.C.D., all sick leave will be broken down from days of sick leave as earned, to hours and such sick leave will be used and retained as hours of sick leave.

ARTICLE IX - LEAVE OF ABSENCE

An employee who has been in the employ of the Company over one (1) year shall be eligible for a leave of absence up to three (3) months in the event of certified personal illness and up to six (6) months in the event of injury on the job. In the event of an injury on the job, the six months' leave of absence may be extended for an additional three (3) months, if the employee is still disable, upon mutual agreement between the Employer and the Union.

Employees who have been in the employ of the Company over one (1) year may be eligible for personal leave of absence. At the request of the employee, the Employer may grant a leave of absence up to thirty (30) days for other extenuating reasons subject to work force requirements. Such leaves may be granted subject to approval by the Employer. The terms and conditions of such leaves shall be set forth in writing.

ARTICLE X - SCHEDULE OF WAGES AND WORKING CONDITIONS

A. The following schedule of hourly rates shall be in effect during the periods shown below:

	<u>1/4/82</u>	<u>1/3/83</u>	<u>1/2/84</u>
Janitor, Porter, Janitor-Custodian, and Maintenance Man			
Hired prior to 1/4/82	\$6.515	\$7.065	\$7.565
Hired on and after 1/4/82			
1st 3 months	\$5.00	\$5.00	\$5.00
2nd 3 months	5.50	5.50	5.50
Thereafter	6.515	7.065	7.565
Janitor Foreman	\$6.765	\$7.315	\$7.815

Prior janitorial experience with any food market employer covered by a collective bargaining agreement with Local 399 shall be given full recognition toward the maximum rate above.

B. The rate schedules above do not include Sunday premium, night shift differential or holiday premium pay.

C. No janitor shall be considered a Janitor Foreman unless he is charged with the supervision of other janitors in the market in which he is employed.

D. A bonus of seventy-five cents (75¢) per hour shall be paid for all hours worked on Sunday, and shall be added to the regular day's or week's earnings, regardless of the number of hours already worked in the work-week.

E. A bonus of fifteen cents (15¢) per hour shall be paid for all time worked between the hours of 7:00 p.m. and 7:00 a.m. and shall be added to the regular day's or week's earnings.

F. The Employer shall have the sole right to fix and determine the closing hours of his market.

G. The Employer agrees to permit the Union representative, upon request of the Union, to check the list of employees of any preceding month and to check the respective wage scale of each employee.

H. It is further agreed that no employee shall suffer any reduction in weekly wages or general working conditions by reason of the signing of this Agreement. No employee receiving wages in excess of the rates herein shall be replaced by another employee at a lesser wage for the purpose of avoiding any of the provisions of this contract. However, nothing in this Agreement shall be construed so as to require the guarantee of any specific number of hours of work except as set forth in Article X, Section J, below.

I. The overtime rate for employees who receive a wage scale in excess of the rates in this contract, shall be based on said employee's actual rate of pay.

J. All extra and part-time employees shall be guaranteed four (4) hours' pay for each day such employee is ordered or scheduled to report to work.

K. The part-time employee is defined as an employee hired to work less than forty (40) hours per week. When such a part-time employee works forty (40) hours per week, such employee shall be designated as a regular employee and paid accordingly.

L. There shall be no pyramiding or combination of one premium pay with another, or of premium pay with overtime pay, but only the highest applicable rate shall be paid except as provided hereafter. Night premium pay shall be added when applicable to all earnings.

M. Where an employee is required to use his own car when assigned to more than one location in any one daily shift, such employee shall be reimbursed at the rate of eight cents (8¢) per mile for the mileage traveled between such locations only. Such travel time shall also be compensated for at the rate of straight time.

ARTICLE XI - STORE MEETINGS

No store meetings shall be held so as to conflict with the regular meetings of the Union, and upon a three-day notice to the Employer of a special meeting, the Employer agrees to hold no store meetings in conflict therewith.

ARTICLE XII - CAPS AND UNIFORMS

The Employer shall furnish all gowns and aprons and pay for the laundering and upkeep of same. The Union members shall have the right to wear their Union buttons.

ARTICLE XIII - CHARITY

The Employer shall not conduct or handle any campaign or drive for charitable purposes among the employees except where the cooperation and contributions of the employees are voluntary.

ARTICLE XIV - VISITS TO STORES

It is the general policy of the Union for its representatives not to visit the stores during the busy afternoon hours, Saturdays, or days preceding holidays. However, upon the receipt of reported violations, the Union representatives shall have the privilege of visiting such stores

for the purpose of investigating such violations; and, further, the Union representatives and the employees shall not engage in Union activities during working hours. The Employer agrees that the Union representative may appoint a steward who shall take charge of collecting dues.

ARTICLE XV - HOLIDAYS

A. The Employer agrees that the following days shall be considered holidays and granted without reduction in pay: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, and each employee who has completed one (1) year of service with the Employer shall be entitled to an additional personal birthday holiday. When a holiday falls on a Sunday, the following Monday shall be observed.

B. Each employee shall notify his employer of the date of his birthday at least two (2) weeks prior to his birthday. The holiday shall be granted either on the employee's birthday or, by mutual agreement between the Employer and the employee, on any other date in the week during, following or prior to the week in which the employee's birthday falls. If the employee's birthday falls on February 29, his birthday shall be considered as falling on February 28.

By mutual agreement between the Employer and the employee, the employee's birthday may be a floating holiday to be celebrated on another mutually agreeable day following the employee's birthday provided notice has been given the Employer fourteen (14) days prior to the day the employee wishes to designate as a birthday holiday, and provided the Employer grants such request.

C. Work may be performed on any of the hereinabove mentioned holidays. However, work as such shall be compensated for at double time in addition to the employee's regular day's or week's pay. Upon request of an employee to be off on Labor Day, Thanksgiving Day or Christmas Day, such request shall be given the Employer one (1) week prior to the holiday in question, and the Employer shall make reasonable effort to grant the employee's request by replacement of the employee with suitable temporary relief help.

D. The workweek during which a holiday is given by the Employer shall be considered a four (4) day workweek, consisting of thirty-two (32) hours. All time worked over thirty-two (32) hours, not including the holiday, during said holiday week, shall be considered as overtime period and be paid for at the overtime rates.

E. All regular and part-time employees shall be entitled to holiday pay in accordance with this Article when said holiday falls on their scheduled workday, based on the number of hours regularly worked by such employees on that day on which the holiday falls.

F. Work schedules shall not be changed for the purpose of avoiding holiday payments.

G. In order that an employee be entitled to holiday pay when not worked, said employee must have worked the scheduled workday immediately prior to, and immediately following said holiday.

H. The provisions of this Article shall not apply to any employee hired within thirty (30) days of any holiday.

ARTICLE XVI - BOND

Whenever the Employer requires the bonding of any employee or the carrying of any insurance for the indemnification of the Employer, the premiums for the same shall be paid by the Employer.

ARTICLE XVII - ADJUSTMENT AND ARBITRATION

A. Should a controversy, dispute, or disagreement arise during the period of this Agreement concerning the interpretation of the provisions of this Agreement, except that liability for wage claims shall not be subject to arbitration unless involving a disputed interpretation of the provisions of the Agreement, there shall be no cessation or stoppage of work or lockout, because of such controversy, dispute or disagreement, but the difference shall be adjusted in the following manner:

B. Upon receipt of notice from either party, the representative of the Employer and the representative of the Union shall, within three (3) days, attempt to reach a settlement of the controversy.

C. The Union hereby recognizes the Food Employers Council, Inc., as the authorized representative of its members in matters pertaining to the negotiation and administration of this Agreement. In the event of a dispute, it shall be the duty of the Employer to notify the Food Employers Council, Inc., of the existing dispute if said Employer desires said Food Employers Council, Inc., to represent it in the dispute. In the event that the Food Employers Council, Inc., does not represent the Employer in such matter or otherwise participate in the settlement thereof, the act of settlement and the interpretation or application of the agreement involved in the settlement shall not be used for any purpose whatsoever.

D. If the matter is not amicably settled under Section C above within five (5) days of submission, a written report shall be made by the complaining party setting forth in detail the nature of the specific issue. If settlement is not reached within five (5) days, the matter shall be submitted to a Board of Adjustment appointed as follows:

- (1) Two (2) members shall be appointed by the Employer involved and two (2) members shall be appointed by the Union. In the event a majority of the appointees do not agree upon settlement of the dispute within five (5) days after their appointment, they shall within three (3) days thereafter mutually select a neutral chairman who shall be disinterested and not a member of the Union or engaged in the same line of business as the Employer, and these five (5) shall constitute a Board of Adjustment and shall render a decision within five (5) days that shall be final, binding, and conclusive upon all parties concerned.
- (2) In the event the Board of Adjustment is unable to agree on a mutual chairman within the time limits herein prescribed, a request shall be made of the Federal Mediation and Conciliation Service for a list of fifteen (15) arbitrators and the parties shall select therefrom one arbitrator as follows: Each of the parties shall strike one name from the list until a last name remains, each of the parties drawing lots to determine who shall be entitled to the first strike.
- (3) The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local or of the International or which may in any way affect or change the Union Security Clause, nor shall the arbitrator have the authority to effect a change in, modify or amend any of the provisions of this Agreement or to make decisions on provisions covering wages or working conditions to be incorporated either in a new agreement or any subsequent annual agreement, except as hereinafter provided.

E. The provisions of no strike no lockout shall not be binding on either party if the other fails to abide by the decision of the Board of Adjustment or the arbitrator. The expenses of the arbitrator shall be borne equally by both the Employer and the Union.

F. It shall be the responsibility of the employee to report any claimed discrepancy to the Union promptly upon discovery, and it shall then become the responsibility of the Union to notify the Employer promptly of such claimed discrepancy. In any event, all complaints must be filed in writing within thirty (30) days after the matter in dispute or disagreement is first reported to the Union. Complaints not filed within the time limits herein specified shall be deemed null and void.

G. Wage claims, or claims involving or arising from contributions to health-and-welfare and/or pension plans, which do not involve an interpretation of any of the provisions of this Agreement may be submitted by either party for settlement to the grievance and arbitration process set forth herein or to any other tribunal or agency which is authorized and empowered to effect such a settlement.

ARTICLE XVIII - NEW LOCATIONS

A. In the event of a bona fide sale or transfer of any store covered by the Agreement during the period of the Agreement, the new owner or transferee shall be notified of the existence of the Agreement by the former owner and shall be required to become a party hereto. The former owner shall be required to meet any and all monetary benefits that employees may have accumulated under the Agreement.

B. It is further agreed that where an Employer opens or purchases a new location under the jurisdiction of the Union, said Employer shall have the right to discharge any employee for good cause until a satisfactory crew is obtained; provided, however, that this right shall cease thirty (30) days after the opening or purchase of the new location, after which time Article V of this Agreement shall be exclusively applicable. It is further provided that where an Employer shall, in opening said new location, recruit part of the crew from a place of business already under agreement, the aforesaid sentence shall not apply to those employees who have been thus recruited from one or any of his own establishments, and that as to said employees, all rights as to seniority and as to other provisions in this Agreement shall be granted.

C. In the event of a transfer, sale, or merger, an employee who is retained in the employ of the new owner for a period of thirty (30) days shall retain all seniority acquired in the employ of the old owner insofar as vacation and sick leave benefits are concerned.

ARTICLE XIX - EQUALITY OF PROVISIONS

In the event that the signatory union, Local No. 399, enters into any contract, or contracts, or enters into renewals or modifications of a contract, or contracts, with any other retail food store employer, or employers, more favorable to such other employer, or employers, than the terms and conditions herein set forth, the Employer herein shall be entitled to and shall have the full benefits of any and all such more favorable terms and conditions.

ARTICLE XX - HEALTH AND WELFARE

A. Effective July, 1981, based on hours worked in June, 1981, the Employer shall contribute to the Building Service Health and Welfare Trust Fund, 240 Golden Gate Avenue, San Francisco, California, one hundred and six dollars and sixteen cents (\$106.16) per month for each employee who has worked eighty (80) hours or more in each such month. Payment shall be made on or before the 20th of each month during the life of this Agreement for hours worked during the preceding month.

B. In the event of an alleged discrepancy in contributions to the Trust Fund, the Employer shall furnish to the Trustees, upon written request, any payroll data pertaining to the alleged discrepancy.

C. Failure to make contributions in the manner described herein on behalf of an employee shall hold the Employer liable and responsible for any and all benefits that such employee would have received had he been otherwise eligible for such benefits and had such contributions been made.

D. Employer hereby accepts the terms of that certain Agreement and Declaration of Trust (as amended) entered into on May 1, 1951, at San Francisco, California, creating the Building Service Health and Welfare Trust Fund and further hereby becomes a party to said Agreement and Declaration of Trust. The Employer agrees to be bound by all of the provisions of said Agreement and Declaration of Trust and hereby acknowledges prior receipt of a copy thereof.

ARTICLE XXI - DENTAL, PRESCRIPTION CARE AND VISION

A. The parties agree to continue the dental fund which shall be known as the Food Employers and Service Employees Unions Dental Fund. Such fund shall be administered by an equal number of trustees appointed by the Unions on one hand and by the Food Employers Council, Inc., for all employers hereunder on the other hand.

B. The Employer agrees to continue to contribute four cents (4¢) per straight-time compensable hour into such fund for the purpose of providing dental care benefits for eligible employees and their dependents. The eligibility and coverage to be provided shall be determined by the Trustees of this fund and limited to such benefits as can be purchased by the contribution provided herein, in addition to such employee or patient surcharges as may be determined by the Trustees.

C. The Trustees are authorized to establish reserves under this program based on long-term actuarial determinations and are further authorized and directed to invest such reserve funds with necessary professional advice.

D. The Employer agrees to continue to contribute one cent (1¢) per straight-time compensable hour into the trust fund for the purpose of providing prescription benefits. The Trustees are authorized to amend the trust agreement accordingly.

E. The parties hereto agree to continue the vision care plan as a separate account of the current Dental and Prescription Care Fund. The Employer agrees to fund such Plan up to maximum of one and one-half cents (1-1/2¢) per straight-time hour. Eligibility for and coverage to be provided shall be determined by the Trustees of the Fund and limited to such benefits that can be purchased by the contributions provided herein.

F. The Trustees of the Food Employers and Service Employees Union Dental and Prescription Fund are authorized and directed to consolidate and merge the contributions for dental, prescription, and vision care coverage paid by the Employer into a single pooled fund, and expend from such account as are required in order to provide the benefits described above.

G. If the contributions are greater than required in order to maintain the benefit levels, the Trustees shall establish a reduced rate of Employer contributions as determined by sound actuarial principles for any, each, or all of the benefits programs which shall maintain and continue the benefit levels above-described and the Employer shall pay such contributions. If the contributions are insufficient to maintain such benefit levels, the Trustees are directed to increase Employer contributions in the amount necessary as determined by sound actuarial principles.

ARTICLE XXII - MAINTENANCE OF HEALTH-AND-WELFARE PLAN

A. Effective July 1, 1982, based on hours worked in June, 1982, and effective July, 1983, based upon hours worked in June, 1983, if the

Employer contributions are insufficient to continue to provide the established hospital medical benefits under this Article, the Trustees may on the advice of the Fund Consultant, increase the Employer contribution as may be necessary to maintain said benefits until July, 1984.

B. In the event that, subsequent to June 1, 1984, the contribution in effect at that time is inadequate to provide the existing level of benefits, such additional monies shall be derived from the then current contribution to the Building Employees' Pension Fund, and that pension contribution shall be reduced by the amount necessary to maintain the hospital-medical benefits. However, in such event, the parties are obligated to investigate alternative means of providing health-and-welfare coverage for beneficiaries covered by the terms of this Agreement and, only upon mutual agreement, to effectuate such alternative program of benefits during the term of this Agreement, notwithstanding anything contained elsewhere in the Agreement to the contrary.

ARTICLE XXIII - PENSION PLAN

A. The Employer shall continue to contribute to the Building Employees' Pension Fund the sum of twenty-two and one-half cents (22.5¢) per hour for each straight-time hour worked by employees covered by this Agreement for the purpose of securing pension benefits available under such Fund for the employees covered by this Agreement. Contributions to the Pension Fund shall be made on a monthly basis, said contributions to be paid by the twentieth (20th) of each month for hours worked during the preceding month, for the life of this Agreement.

B. Effective with hours worked on or after January 1, 1982, the pension contribution shall be increased to twenty-four and one-half cents (24.5¢) per hour; effective with hours worked on or after January 1, 1983, the pension contribution shall be increased to twenty-six and one-half cents (26.5¢) per hour; and, effective with hours worked on or after January 1, 1984, the pension contribution shall be increased to twenty-eight and one-half cents (28-1/2¢) per hour.

C. In the event of an alleged discrepancy in contributions to such Pension Fund, the Employer shall furnish to the Trustees, upon written request, any payroll data pertaining to the alleged discrepancy.

D. If the Employer fails to make any contribution required hereafter, any affected employee of the Union to which he belongs acting on his behalf may, with proceeding through the grievance procedure of this contract, file a suit or action in any court of competent jurisdiction to enforce such contributions, and as part of the judgment in such suit or action, the court shall award a reasonable amount as and for necessary attorney fees and court costs.

E. The Employer hereby accepts the terms of that certain trust indenture (as amended) made and executed in San Francisco, California, October 30, 1953, creating the Building Service Employees Pension Fund and accepts the terms of the Building Service Employees Pension Plan (as amended) and further hereby becomes a party to said trust indenture and said Pension Plan and hereby acknowledges prior receipt of said Trust Indenture and said Pension Plan.

ARTICLE XXIV - SEPARABILITY CLAUSE

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of this Agreement, in its application between the Union and the undersigned Employer, to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiation and agreement on the provision or provisions so invalidated.

ARTICLE XXV - ADDITIONS

This contract is complete and no additions, alterations, or modifications shall occur during its life unless voluntarily and mutually agreed to by the parties except as provided herein.

ARTICLE XXVI - RENEWAL AND REOPENING

A. This Agreement shall be in effect from January 4, 1982, to and including January 6, 1985, and from year to year thereafter, subject to amendment, alteration, or termination by either party upon sixty (60) days' written notice given prior to the termination date of January 6, 1985.

B. All the provisions of this Agreement shall become effective on January 4, 1982, except as otherwise provided.

Signed this _____ day of _____, 19__.

FOR THE EMPLOYER:

FOR THE UNION:

HOSPITAL AND SERVICE EMPLOYEES
UNION, LOCAL 399, AFL-CIO

By _____

By _____

Title _____

Title _____



006316

MAY 15, 1982

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001

JUL 6 1982

ADMINISTRATOR
FOOD EMPLOYERS COUNCIL INC
~~2599 SOUTH FLOWER STREET~~
~~LOS ANGELES, CA. 90007~~

P.O. Box 4587
CARSON, CA.
90749

PREVIOUS AGREEMENT EXPIRED
JANUARY 03, 1982

PLEASE CHANGE ADDRESS

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

FOOD EMPLOYERS CNCL INC LOS ANGELES CALIF LU 399 WITH SERVICE EMPLOYEES
CALIFORNIA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1500
2. Number and location of establishments covered by agreement various food retailers in Los Angeles area
3. Product, service, or type of business retail food industry
4. If your agreement has been extended, indicate new expiration date _____

Delfina Vives

(213) 538-5010

Your Name and Position

Food Employers Council P.O. Box 4587 Carson, CA

Area Code/Telephone Number

90749

Address

City/State/ZIP Code